

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		Page 1	of 12	Pages
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE June 24, 1998		4. REQUISITION/PURCHASE REQ. NO. 98-314100031		5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470		CODE LC-3117		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)				9A. AMENDMENT OF SOLICITATION NO. 98-SP-30-12250			
				9B. DATED (SEE ITEM 11) June 17, 1998			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[**X**] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [**X**] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning __ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [] is not, [] is required to sign and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Project Title: Parking Garage Management & Operation, Hoover Dam, Boulder Canyon Project, Nevada

Purpose of Amendment: The purpose of this amendment is to (a) convert the solicitation to a small business set-aside, and (b) revise the Service Contract Act Wage Determination fringe benefit amount.

Receipt of Proposals: The date and time for receipt of proposals remains July 31, 1998 at 3:00 p.m., local time. The place for receipt of proposals remains the Bureau of Reclamation, Lower Colorado Regional Office, Annex Building, Room AA-104, located at the intersection of Nevada Highway and Park Street, Boulder City, Nevada 89005.

(Continued on following pages)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Description of Changes:

1. In the Table of Contents, remove pages i and ii and replace with the attached revised pages i and ii. This incorporates the addition of a clause to the Contract Clauses section.
2. In Section A, remove pages A-1 and A-2 and replace with the attached revised pages A-1 and A-2. This sets the acquisition aside for small businesses as provided for by FAR 19.502-2(b) and corrects the SIC code and small business size standard in Block 10 of the Standard Form 1449.
3. In the Contract Clauses section, remove pages C-3 and C-4 and C-7 and C-8, and replace with the attached revised pages C-3 and C-4 and C-7 and C-8. This adds clause 52.219-14, incorporated by reference, in paragraph 2.(b) on page C-4, and clause 52.219-6 as paragraph 6. on page C-8.
4. In Attachment 2, Service Contract Act Wage Determination, remove pages 7 and 8 and replace with the attached revised pages 7 and 8. This revises the Health & Welfare fringe benefits rate in accordance with the Department of Labor Memorandum No. 191, which increased the SCA health and welfare single benefit rate, effective June 1, 1998.

Amendment Acknowledgement: See block 11 on the previous page regarding how to acknowledge this amendment. The acknowledgement must be received at the place designated for receipt of offers (see blocks 8 and 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

Offer Modification: See block 11 on the previous page if you have submitted your offer and now desire to modify it or withdraw it.

Questions Prior to Site Visit: The site visit remains scheduled for July 9, 1998. We request that all questions be submitted in writing no later than July 6, 1998, so that we may address them fully at the site visit. Questions may be submitted by mail (see block 6 on page 1 for our mailing address), to fax No. (702) 293-8499, or by e-mail to rbelew@lc.usbr.gov.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER <div style="text-align: center;">98-314100031</div>		PAGE 4 OF 145 PAGES	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <div style="text-align: center;">98-SP-30-12250</div>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <div style="text-align: center;">Randy J. Belew (e-mail: rbelew@lc.usbr.gov)</div>				b. TELEPHONE NUMBER (No collect calls) <div style="text-align: center;">(702) 293-8570</div>	
						8. SOLICITATION ISSUE DATE <div style="text-align: center;">06/17/98</div>	
						8. OFFER DUE DATE/ LOCAL TIME <div style="text-align: center;">07/31/98 @ 3:00 PM</div>	
9. ISSUED BY		CODE LC-3117		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 3623 7521 SIZE STANDARD: \$5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
Mail to: Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470		Overnight Mail to: Bureau of Reclamation Lower Colorado Regional Office 400 Railroad Avenue Boulder City NV 89005				12. DISCOUNT TERMS	
15. DELIVER TO		CODE		16. ADMINISTERED BY Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470		CODE LC-3117	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508 <u>SUBMIT INVOICES TO ADDRESS IN BLOCK 16.</u>		CODE D-7734	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION ON PAGE B-3 <small>(Attach Additional Sheets as Necessary)</small>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136
Expires: 09/30/98

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit;

40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) Reserved

X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));

____ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

% X (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

X (6) 52.222-26, Equal Opportunity (E.O. 11246).

X (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

____ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

____ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

5. 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN
CONSTRUCTION (SEP 1996)

(a) Definitions. As used in this clause--

Contract price means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to 30 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer within 15 calendar days after award, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

% 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

%
% (a) Definition.

% "Small business concern," as used in this clause, means a concern, including its
% affiliates, that is independently owned and operated, not dominant in the field of
% operation in which it is bidding on Government contracts, and qualified as a small
% business under the size standards in this solicitation.

%
% (b) General. (1) Offers are solicited only from small business concerns. Offers
% received from concerns that are not small business concerns shall be considered
% nonresponsive and will be rejected.

%
% (2) Any award resulting from this solicitation will be made to a small business
% concern.

%
% (c) Agreement. A small business concern submitting an offer in its own name agrees to
% furnish, in performing the contract, only end items manufactured or produced by small
% business concerns in the United States. The term "United States" includes its territories
% and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific
% Islands, and the District of Columbia. If this procurement is processed under simplified
% acquisition procedures and the total amount of this contract does not exceed \$25,000,
% a small business concern may furnish the product of any domestic firm. This paragraph
% does not apply in connection with construction or service contracts.

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[illegible]

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

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(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

3/

REMOTE SITE ALLOWANCE: Employees whose primary duty station is Tolicha Peak or the Tonopah Test Range will receive a site allowance of \$74.00 per week for the duration of their assignment to these areas. Does not apply where the government provides daily round-trip transportation from the Las Vegas area, or where employee receives government-authorized per diem while in TDY status.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process: